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FROM-BEYER WEAVER THOMAS

612-825-6304

T-810 P.001/004 F-518

**BEYER WEAVER & THOMAS, LLP**

**INTELLECTUAL PROPERTY LAW**

2801 Hennepin Avenue South, Minneapolis, Minnesota 55408  
Telephone: (612) 252-3330 Facsimile: (612) 825-6304  
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**FACSIMILE COVER SHEET**

**DATE:** November 15, 2005      **PAGES** (including Cover Sheet): 4

**TO:** **CENTRAL FACSIMILE NO.**      **FAX#:** (571) 273-8300

**FROM:** Jonathan O. Scott, Reg. 39,364      **Telephone:** (612) 252-3330  
Customer No. 022434      **Fax No.:** (612) 825-6304

**RE:** Assignee: Trend Micro, Inc.  
Recorded at Reel 014224 – Frame 0515

**U.S. Patent Apl. Entitled: ANTI-VIRUS METHOD AND SYSTEM  
GUARANTEEING A MAXIMUM DELAY FOR STREAMING DATA**  
Application No.: 10/600,059  
Applicant: Painter, Mark W.  
Filed: June 20, 2003  
TRNDP045

**EXAMINER:** Unknown      **Art Group:** Unknown

**MESSAGE: ATTACHED ARE THE FOLLOWING:**

- 1) Statement: REVOCATION OF PRIOR POWERS OF ATTORNEY, GRANT OF NEWPOWER OF ATTORNEY and STATEMENT ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION 37 CFR § 1.36 AND § 3.73
- 2) Copy of the original Assignment

**PLEASE CONFIRM RECEIPT OF THIS FACSIMILE – THANK YOU!**

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FROM-BEYER WEAVER THOMAS

612-825-6304

T-810 P.002/004 F-519

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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In re application of: Painter, Mark W.

Attorney Docket No.: TRNDP045CENTRAL FAX CENTER

Application No.: 10/600,059

Examiner: Unknown

NOV 15 2005

Filed: June 20, 2003

Group: 2131

Title: ANTI-VIRUS METHOD AND SYSTEM  
GUARANTEEING A MAXIMUM DELAY FOR  
STREAMING DATA

### REVOCATION OF PRIOR POWERS OF ATTORNEY, GRANT OF NEW POWER OF ATTORNEY and STATEMENT ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION 37 CFR §1.36 and §3.73

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The assignee of the entire interest in this application hereby revokes all powers of attorney previously given and hereby appoints the law firm of Beyer Weaver & Thomas, LLP and all practitioners who are associated with the Customer Number 022434 as principal attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Trend Micro, Inc. is the assignee of the above-referenced patent application by virtue of an assignment document. The assignment document

is recorded at Reel 014224, Frame 0515.  is attached (or a copy thereof).

I am authorized to act on behalf of the assignee.

Please send all correspondence for this application as follows:

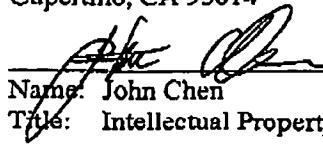
Customer Number 022434  
Beyer Weaver & Thomas, LLP  
P.O. Box 70250  
Oakland, CA 94612-0250

Please direct any calls to Jonathan O. Scott (612) 252-3330.

Assignee of Entire Interest:

Trend Micro, Inc.  
10101 North De Anza Blvd.  
Cupertino, CA 95014

Date 11/7/05

  
Name: John Chen  
Title: Intellectual Property Counsel

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FROM-BEYER HEAVER THOMAS

612-825-6304

T-810 P.003/004 F-519

Attorney Docket No. 87152491-002028

## ASSIGNMENT

In return for good and valuable consideration paid to the undersigned inventor(s) (hereafter called the "ASSIGNOR"), by:

(Insert  
ASSIGNEE'S  
Name(s)  
Address(es))

Trend Micro Incorporated

10161 North De Anza Blvd.

Cupertino, CA 95014

U.S.A.

(hereinafter ASSIGNEE), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR(s) hereby sells, assigns and transfers to ASSIGNEE his entire right, title and interest to the invention entitled:

(Title of Invention)

ANTI-VIRUS METHOD AND SYSTEM GUARANTEEING

A MAXIMUM DELAY FOR STREAMING DATA

(\*If the  
assignment is  
being filed after  
the filing of the  
application, this  
section must be  
completed)

for which application for Letters Patent of the United States was executed on even date herewith unless indicated otherwise below

\*Filed On \_\_\_\_\_ Serial No. \_\_\_\_\_

and all Letters Patent of the United States to be obtained therefor on said application or any continuation, divisional, substitute, reissue or reexamination thereof for the full term or terms for which the same may be granted.

The ASSIGNOR(s) agrees to execute all papers necessary in connection with the application and any continuation, divisional, substitute, reissue or reexamination applications thereof or corresponding foreign applications, and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The ASSIGNOR(s) agrees to execute all papers necessary in connection with any interference, litigation, or other legal proceeding, which may be declared concerning this application or any continuation, divisional, substitute, reissue or reexamination thereof, or corresponding foreign applications, and also to cooperate with the ASSIGNEE in every way possible in obtaining evidence and going forward with such interference, litigation, or other legal proceeding.

The ASSIGNOR(s) agrees to perform all affirmative acts which may be necessary to obtain a grant of valid United States or foreign patents to the Assignee.

The ASSIGNOR(s) hereby authorizes and requests the Commissioner of Patents and the authorities of foreign country to issue any and all Letters Patents resulting from said application or any continuation, divisional, substitute, reissue or reexamination applications thereof, or foreign applications, to the said ASSIGNEE, as assignee of the entire interest, and hereby covenants that it has full right to convey the entire interest herein assigned, and that they have not executed and will not execute, any agreement in conflict herewith.

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612-825-6304

T-810 P.004/004 F-519

The ASSIGNOR(s) hereby agrees that this Assignment is binding on the heirs, assigns, representatives and successors of the ASSIGNOR(s) and extends to the successors, assigns and nominees of the ASSIGNEE.

The ASSIGNOR(s) hereby grant John G. Flair, Reg. No. 37,323; Brian C. McCormack, Reg. No. 36,601; William D. McSpadden, Reg. 44,234; Anna Y. Tsang, Reg. No. 48,003; Ruffin B. Cordell, Reg. No. 33,487; Edward Dyson, Reg. No. 24,882; Frank M. Gasparo, Reg. No. 44,700; Jeanny Haw, Reg. No. 51,790; James Jacobs, Reg. No. 24,299; Lisa Lucille, Reg. No. 51,151; Kevin O'Brien, Reg. No. 30,578; David Roche, Reg. No. 30,797; Caroline Yun, Reg. No. 34,952, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

WITNESS my hand at Cupertino, CA, this 22<sup>nd</sup> day of May, 2003.

Mark Wendell Painter  
Mark Wendell Painter

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